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Term. DisclaimerPATENT
Attorney Docket No. P1299CIP/CON

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

David A. Hammond

Art Unit: 3728

Application No. 09/963,734

Examiner: Jila M. Mohandesi

Filed: 09/26/2001

For: EMERGENCY RELIEF SYSTEM

TERMINAL DISCLAIMER UNDER 37 CFR 1.321(b)

Assignee, DLH, Inc., is the owner of 100 percent interest in the above-identified application (hereinafter "the present application").

Pursuant to 37 CFR 3.73(b), the assignment of the present application from the inventors, to the Assignee has been submitted to the Patent and Trademark Office on February 4, 2003. Copies of the Patent Recordation Form Cover Sheet and the Assignment Document are enclosed herewith.

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Also, pursuant to 37 CFR 3.73(b), the undersigned has reviewed all the evidentiary documents accompanying or referred to in this Terminal Disclaimer and, to the best of the undersigned's knowledge and belief, certifies that title is in the Assignee.

Assignee, through its attorneys, hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the present application that would extend beyond the expiration date of the full statutory term defined in 35 USC 154 to 156 and 173 of U.S. Patent No. 6,460,702 (hereinafter "the prior patent"), as shortened by any terminal disclaimer filed prior to the grant of the prior patent. Assignee, through its attorneys, further agrees that any patent granted on the present application shall be enforceable only for and during such period that its legal title is the same as the legal title to the prior patent. This agreement to run with any patent granted on the present application and to be binding upon the grantee, its successors, and assigns.

In making the above disclaimer, Assignee does not disclaim the terminal part of any patent granted on the present application that would extend to the expiration date of the full statutory term of the prior patent as defined in 35 USC 154 to 156 and 173 in the event the

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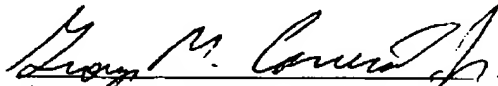
prior patent terminates prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer filed prior to the grant of the patent. Examples of such non-applicable termination of the prior patent are as follows: (1) prior patent expires for failure to pay a maintenance fee, (2) prior patent is held unenforceable, (3) prior patent is found invalid by a court of competent jurisdiction, (4) prior patent is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, (5) prior patent has all claims canceled by a reexamination certificate or reissuance, and (6) prior patent is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

In making this disclaimer, Assignee reserves the right to extend the term of any patent granted on the present application for a period of delay, in the event the delay is defined by statute and/or regulation as allowing, or providing for, an extension of term. This right is reserved in the event the prior patent terminates, or does not terminate, prior to the expiration of its full statutory term. Examples of such a delay include regulatory delay, and delay due to appellate review.

The undersigned is empowered to act on behalf of the Assignee.

The Commissioner is hereby authorized to charge the fees of \$55.00 required by 37 CFR 1.20(d) to Deposit Account No. 07-0181. A duplicate copy of this sheet is attached.

Respectfully submitted,



George M. Carrera, Jr., Reg. No. 50,317

Patent Agent

GARDNER, CARTON & DOUGLAS LLC

191 N. Wacker Drive, Suite 3700

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(312) 569-1000 telephone

(312) 569-3000 facsimile

Date: May 27, 2003

RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
☐ Resubmission (Non-Recordation)
 Document ID #
☐ Correction of PTO Error
 Reel # Frame #
☐ Corrective Document
 Reel # Frame #

Conveyance Type

- ☒ Assignment
☐ License
☐ Merger
☐ Security Agreement
☐ Change of Name
☐ Other.

Conveying Party(ies)

1. David A. Hammond

Execution Date(s)

February 21, 2002

☐ Mark if Additional Names of Conveying Parties Attached

Receiving Party

Name DLH, Inc.

Name

Address 4 Shea Lane

Address

Address Tinton Falls

City

New Jersey

State/Country

07724

Zip Code

☐ Mark if Additional Names of Receiving Parties Attached

Correspondent Name and Address

Gardner Carton & Douglas LLC
 191 N. Wacker Drive, Suite 3700
 Chicago, Illinois 60606-1698

Telephone: (312) 569-1000

Facsimile: (312) 569-3000

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Pages Enter the total number of pages of the attached conveyance document including any attachments:

Application Number(s) or Patent Number(s)

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

☐ Mark if additional numbers attached

Patent Application Numbers

09/963,734

Patent Numbers

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number *only* if a U.S. Application Number has not been assigned.

PCT

PCT

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Number of Properties

Enter the total number of properties involved: 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

Method of Payment:

☒ Enclosed is a check in the amount of \$40.00

☐ Charge Deposit Account No. 07-0181

Authorization to Charge Additional Fees to Deposit Account No. 07-0181: ☒ Yes ☐ No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Michael M. Geoffrey

Name of Person Signing



Signature

February 4, 2003

Date

CH02/22226723.1

Filed: June 16, 2000

Serial No. 09/596,157

ASSIGNMENT

In consideration of good and valuable consideration, the receipt and sufficiency of which is acknowledged, I, David A. Hammond (ASSIGNOR), agree to assign, and do hereby assign to DLH, INC. (ASSIGNEE), having a place of business at 4 Shea Lane, Tinton Falls, NJ 07724 and to its successors, legal representatives and assigns (the "Assignee"), the entire right, title and interest throughout the world in and to the invention and improvements in "EMERGENCY RELIEF SYSTEM" invented by me, together with the patent rights and rights of protection to the invention or improvements throughout the world, including any patent rights which may result or claim priority from United States Patent Application Serial No. 09/596,157, filed June 16, 2000, and to any and all divisional, continuation, reissue, reexamination, renewal, extension, substitution and confirmation applications and patents granted thereon, to be held and enjoyed by the Assignee for its own use and behalf as fully and entirely as if the invention or improvements would have been held and enjoyed by us if this Assignment had not been made.

I warrant that I am the sole and exclusive owner of the interests assigned herein and have the right to make this Assignment. I further warrant that there are no prior sales, assignments, leases, agreements or any encumbrances of any type in the interests assigned herein. I agree that I will not execute any writing or do any act whatsoever which conflicts with the interests assigned herein.


I authorize Assignee to make application on its own behalf for patent rights and rights of protection in countries foreign to the United States and where expedient to claim under international law or convention or the laws of any particular country (such as the International Convention for the Protection of Industrial Property) for any such application the date of the United States application as priority to such other application. I further authorize Assignee to claim under international law or convention or the laws of any particular country such priority rights without further written or oral authorization from me. I consent that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required under international law or convention or the laws of any particular country for any purpose, including the right of Assignee to claim such priority rights.

I authorize and request the patent office officials in the United States and in countries foreign to the United States to issue the patent rights to Assignee.

I authorize and request the attorneys of record in the application to insert in this Assignment the filing date and serial number of the application when known.

I hereby agree, upon the request and at the expense of the Assignee, but without further or additional consideration, to execute any and all divisional, continuation, reissue, reexamination, renewal, extension, substitution and confirmation applications for the invention or improvements, and any necessary oath or supplemental oath or affidavit relating thereto, that the Assignee may

deem necessary or expedient. I agree to promptly provide Assignee all pertinent facts and documents relating to the invention of which I know or of which I in the future become aware. I further agree, upon the request of the Assignee, in the event of the application or any divisional, continuation, reissue, reexamination, renewal, extension, substitution or confirmation applications and patents granted on the invention or any improvements becoming involved in an interference, opposition, court or other proceeding, to cooperate to the best of my ability with the Assignee in preparing and executing the preliminary statement, giving and producing evidence, and giving testimony in support thereof.

Inventor's Signature: Name: David A. HammondDate: 2-21-02State of New Jersey } ss.
County of Monmouth

Before me, a Notary Public in and for the County and State aforesaid, appeared to me personally David A. Hammond known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that they executed said instrument as their free and voluntary act and for the uses and purposes therein expressed.

Notary Public:  2/21/02

My Commission Expires: _____

MARGARET A. CAREY
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 1, 2003